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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

Wendy Weihe Storlie, Inc. d/b/a W.W.S. Inc.,
a Minnesota corporation,

Plaintiff,

-vs-

Midwest Biodiesel Products, LLC, an Illinois Limited
Liability Company,

Defendant.

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) No. 16-1045
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) Amount Claimed: \$3,061,860.82

COMPLAINT AT LAW

GENERAL ALLEGATIONS OF JURISDICTION AND VENUE

NOW COMES the Plaintiff, Wendy Weihe Storlie, Inc. d/b/a W.W.S. Inc., a Minnesota corporation, by and through its attorneys, TELLER, LEVIT & SILVERTRUST, P.C., and complaining of the Defendant, Midwest Biodiesel Products, LLC, an Illinois Limited Liability Company, states as follows:

1. This Court has Diversity Jurisdiction over this matter by virtue of 28 U.S.C. §1332.
2. The Plaintiff, Wendy Weihe Storlie, Inc. d/b/a W.W.S. Inc., is a Minnesota corporation, a citizen of the State of Minnesota, and has its principal place of business located in Spring Park, Minnesota.
3. The Defendant, Midwest Biodiesel Products, LLC, is an Illinois Limited Liability Company, and is a citizen of the State of Illinois, and has its principal place of business in South Roxana, Illinois.
4. Midwest Biodiesel Products, LLC has two members, TLZ Company, LLC and St. Louis Biofuels, LLC, both shown on the Illinois Secretary of State website to have offices located in South Roxana, Illinois.
5. TLZ Company, LLC is a Missouri Limited Liability Company, a citizen of the State of Missouri, and has its principal place of business in Jefferson City, Missouri.
6. St. Louis Biofuels, LLC is an Illinois Limited Liability Company, a citizen of the State of Illinois, and has two managing members, the first being Terry L. Zintel who is a citizen and resident of the State of Illinois and the second being George Andrew Sprague who is a citizen and resident of the State of Kentucky.
7. Venue is proper as the Defendant resides in this Judicial District. 28 U.S.C. §1391.
8. There is complete diversity between the Plaintiff and the Defendant.
9. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

BREACH OF CONTRACTUAL SETTLEMENT AGREEMENT

10. On September 3, 2015, the Plaintiff filed a Complaint against the Defendant, Midwest Biodiesel Products, LLC, an Illinois Limited Liability Company in the United States District Court for the Southern District of Illinois under case number 3:15-CV-00984. A true and correct copy of the Complaint is attached hereto as Plaintiff's Group Exhibit "1".

11. The Defendant was served with the Summons and Complaint.

12. On October 2, 2015, Attorney, Jamie L. Boyer filed an Appearance on behalf of the Defendant.

13. On October 19, 2015, an Answer to Complaint and Affirmative Defenses was filed by the Defendant.

14. Thereafter settlement discussions ensued which resulted in the execution of a Stipulation for Payment and Dismissal by counsel on behalf of both the Plaintiff and the Defendant. A true and correct copy of the executed Stipulation for Payment is attached hereto and made a part hereof as Plaintiff's Exhibit "2".

15. As agreed, a copy of the Stipulation was filed with this Court by Plaintiff's counsel under Case No. 3:15-CV-00984 as Document Number 10.

16. Pursuant to the terms of the Stipulation for Payment, the Defendant, Midwest Biodiesel Products, LLC, was obligated to pay the Plaintiff the sum of \$2,995,822.56, over a period of three years as set forth in Schedule A attached to the Stipulation.

17. Defendant made the payments as they became due for the months of December 2015 through May 2016.

18. On June 23, 2016, the Defendant requested a modification in the payment schedule and the Plaintiff agreed to accept \$25,000.00 each month for June and July 2016 instead of the \$35,000.00 as scheduled. A copy of the correspondence concerning the modification is attached hereto as Plaintiff's Group Exhibit "3".

19. Defendant made payments of \$25,000.00 for the months of June 2016 and July 2016.

20. The Defendant defaulted on the Stipulation for Payment by failing to make the payment of \$60,000.00 scheduled to be made on August 25, 2016.

21. Due demand has been made upon the Defendant for the payment of the amount in default and the Defendant has refused and continues to refuse so to pay.

22. Pursuant to Paragraph 3 of the Stipulation for Payment, in the event of the Defendants' failure to make the agreed upon payments, "Plaintiff shall be entitled to judgment for the balance prayed for in the Complaint, plus pre-judgment interest, less payments made to date thereof."

23. Pursuant to Paragraph 18 of Count I of the Complaint and Paragraph 21 of Count II of the Complaint and the Defendant's default in the Stipulation for Payment, pre-judgment interest accrued on the declining balance at the rate of \$410.32 per diem from May 4, 2015 through September 16, 2016 for a total amount of \$66,470.76 as reflected on the Interest Calculation Statement attached hereto as Plaintiff's Exhibit "4".

24. Based upon the Defendant's default in the Stipulation for Payment, there is a total balance due from the Defendant to the Plaintiff in the sum of \$3,061,860.82, as reflected on Plaintiff's Exhibit "4" plus court costs incurred in the original action of \$432.50 after giving credit for all payments made.


25. Plaintiff has performed all obligations required of it pursuant to the Settlement Agreement between the parties and is entitled to the entry of judgment in its favor and against the Defendant in the total amount of \$3,061,860.82 as agreed by the Defendant.

26. Pursuant to 815 ILCS, Section 205/2, Plaintiff claims pre-judgment interest at the statutory rate of 5%, from September 16, 2016 at the rate of \$410.32 *per diem* as it accrues until Judgment is entered.

WHEREFORE, Plaintiff, Wendy Weihe Storlie, Inc. d/b/a W.W.S. Inc., a Minnesota corporation, prays that this Court enter Judgment against the Defendant, Midwest Biodiesel Products, LLC, an Illinois Limited Liability Company, in the amount of \$3,061,860.82, together with pre-judgment interest as it accrues after September 16, 2016 at \$410.32 *per diem* and court costs incurred in the original action of \$432.50 and those incurred in bringing this action.

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WENDY WEIHE STORLIE, INC. D/B/A W.W.S.
INC., a Minnesota corporation
Plaintiff herein,

By: 
Kevin E. Posen
One of its attorneys